



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **MP-6**
35.03

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SAWPIT WASH - PARCEL 204L
FIRST AMENDMENT TO LEASE AGREEMENT NO. 74450
CITY OF MONROVIA
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed First Amendment to Lease Agreement No. 74450 between the Los Angeles County Flood Control District and Monrovia Technology Campus, LLC, for additional areas for the purpose of placing landscaping over and on Sawpit Wash, Parcel 204L, located north of East Huntington Drive and west of Mountain Avenue in the City of Monrovia, at the same lease rental per year as the original lease rate.
3. Instruct the Chairman to sign the enclosed First Amendment to Lease Agreement No. 74450 and authorize delivery to the Lessee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the Los Angeles County Flood Control District to amend Lease Agreement No. 74450 and lease an additional 23,265± square feet along Sawpit Wash to the lessee, Monrovia Technology Campus, LLC, for the remainder of the original lease term of 35 years. The use of this additional area is limited to landscaping purposes only. The existing lease was for vehicular bridge purposes. Monrovia Technology Campus owns property on both sides of the wash, and the landscaping placed over the additional area by the lessee will provide an aesthetic look to this redeveloped area of the City, complimenting the adjoining properties. The leased premises are located north of East Huntington Drive and west of Mountain Avenue, in the City of Monrovia.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Service Excellence. Overall, the residents and the business community at large who live and do business in this area will benefit from the enhanced facilities and aesthetics.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Monrovia Technology Campus constructed a vehicular bridge over the District's fee-owned flood control facility known as Sawpit Wash. As a subsequent condition to the development of the Monrovia Technology Campus properties, the City of Monrovia required them to place certain landscape improvements in and around the bridge and flood control facility as a general enhancement for this area.

ENVIRONMENTAL DOCUMENTATION

The original Lease Agreement was found by your Board (adopted May 13, 2003, Synopsis 70) to be categorically exempt, as specified in Class 4(j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57, and Section 15304 of State CEQA Statutes and Guidelines. This Amendment is also deemed to be within the same categorical exemption.

The Honorable Board of Supervisors
June 17, 2004
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

This action is in the District's interest. Enclosed are three originals of the First Amendment to Lease Agreement No. 74450. Please have all originals signed by the Chairman and acknowledged by the Executive Officer of the Board. Please return two executed originals to this office, retaining one original for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

DKW:fr
6/BL SAWPITWASH 204 L

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

Sawpit Wash
Parcel 61, 117 & 204
Right of Way Map No. 35-RW5.1
A.P.N. 8515-003-901 & 902
Thomas Bros. Map Page 567 J-5

FIRST AMENDMENT TO LEASE AGREEMENT NO. 74450
BY AND BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
MONROVIA TECHNOLOGY CAMPUS, LLC

This First Amendment to Lease Agreement No. 74450 ("First Amendment") is made and entered into this _____ day of _____, 2004 by and between LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT", and MONROVIA TECHNOLOGY CAMPUS, LLC, a California limited liability company, hereinafter referred to as "LESSEE".

RECITAL

WHEREAS, on May 13, 2003, DISTRICT and LESSEE entered into Lease Agreement No. 74450 ("Lease"), for LESSEE to construct, reconstruct, maintain, and operate a pedestrian and vehicular bridge; and

WHEREAS, LESSEE desires to lease additional land adjacent to the existing leased premises for landscaping purposes; and

WHEREAS, DISTRICT and LESSEE desire to amend said Lease in the manner more particularly set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing recitals, DISTRICT and LESSEE hereby covenant and agree to amend the Lease as follows:

1. Article 1 of the Lease entitled "DESCRIPTION AND ACCEPTANCE OF PREMISES" shall be amended to add the following provision:

The "Premises" shall also include parcels of land located on the east and west sides of Sawpit Wash in the City of Monrovia, County of Los Angeles, State of California, hereinafter referred to as "Additional Property" more particularly described in Exhibit "A-1" and shown on the plan on Exhibit "B" both attached hereto and made a part hereof.

Except as otherwise provided herein, LESSEE accepts the Additional Property in the condition existing as of the date this First Amendment commences and subject to all matters of record.

2. Article 2 of the Lease entitled "USE" shall be amended to add the following provision:

The use of the **Additional Property** shall **be limited to** the installation and maintenance of landscaping and irrigation lines.

3. Article 4 of the Lease entitled "RENT" shall be amended to add the following provision:

The area described in Exhibit "A-1" and shown on Exhibit "B" shall not be included as part of the Premises for the purposes of calculation of rent, rental adjustments or reappraisals.

4. Except as set forth in this First Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. This First Amendment shall not amend, extend the term of, or in any way change the rights and duties of the respective parties to the Lease except as expressly set forth herein.

5. If in interpretation or implementation of this First Amendment, a conflict arises between any term or provision of this First Amendment, and any term or provision of the Lease, the term or provision of the First Amendment shall control.

(signature page follows)

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the First Amendment to be subscribed by the Chair of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the LESSEE has hereunto subscribed their names, the day and year first above written.

MONROVIA TECHNOLOGY CAMPUS, LLC,
a California Limited Liability Corporation

By: 
REID G. SAMUELSON, Manager

By: 
BLAINE P. FETTER, Manager

"LESSEE"

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chairman, Board of Supervisors

"DISTRICT"

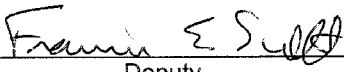
ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his/her signature.


The undersigned hereby certifies that on this _____ day of _____, 20_____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By 
Deputy

APPROVED as to title and execution, _____, 20_____ DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division MARTIN J. YOUNG Supervising Title Examiner III By _____
--

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

On 2/24/04, before me, Verna Tompkins
the undersigned, personally appeared Raid G Samuelson, Manager
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Verna Tompkins

Signature

Verna Tompkins

(Name, Typed or Printed)



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

On March 25, 2004, before me, Monica Masucci
the undersigned, personally appeared Blaine P. Petter, Manager
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

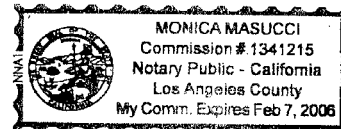
WITNESS my hand and official seal.

Monica Masucci

Signature

Monica Masucci

(Name, Typed or Printed)



(Seal)

File with: **SAWPIT WASH 61**
Also affects: Parcels 204 and 267
35-RW 5.1
A.P.N. 8515-003-901&902 (Portions)
T.G. 567 (J5)
I.M. 159-277
Fifth District
M0222033

LEGAL DESCRIPTION
(Lease)

PART A:

That portion of that certain parcel of land in Lot 11, Section 25, Township 1 North, Range 11 West, of the Subdivision of the Rancho Azusa de Duarte, as shown on map recorded in Book 6, pages 80, 81 and 82, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, described as PARCEL 204 in a Final Order of Condemnation, had in Superior Court Case No. 643278, a certified copy of which is recorded in Book 49215, page 368, of Official Records, in the office of said recorder, within the following described boundaries:

Beginning at the intersection of the southerly line of that certain 44.00 feet wide strip of land, described in a Memorandum of Lease, recorded on July 3, 2003, as Document No. 03-1919190, of said Official Records, with a line parallel with and 40.00 feet westerly, measured at right angles, from that certain course having a bearing and length of S. 19°28'27" W. 512.35 feet in the centerline of that 80.00-foot wide strip of land, described in said PARCEL 204; thence South 19°28'27" West along said parallel line, a distance of 99.20 feet; thence North 86°28'16" West 36.40 feet; thence South 19°28'27" West 14.20 feet; thence South 71°01'00" East 65.00 feet to a line parallel with and 10.00 feet westerly, measured at right angles, from said centerline; thence North 19°28'27" East along said last mentioned parallel line, a distance of 36.36 feet; thence North 16°36'43" East 70.09 feet to a line parallel with and 13.50 feet westerly, measured at right angles, from said centerline; thence North 19°28'27" East along said last-mentioned parallel line, a distance of 16.48 feet to said southerly line; thence North 70°31'33" West, along said southerly line, a distance of 26.50 feet to the point of beginning.

Containing: 4,176± sq. ft.

PART B:

Those portions of those certain parcels of land in above-mentioned Lot 11, described in above-mentioned PARCEL 204 and in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book 51941, page 375, of above-mentioned Official Records, within the following described boundaries:

Beginning at the intersection of the southerly line of that above-mentioned certain 44.00-foot wide strip of land, with that certain course having a bearing of S. 19°28'27" W. in the easterly line of above-mentioned PARCEL 204; thence South 19°28'27" West along said easterly line, a distance of 156.89 feet to the southeasterly prolongation of that certain course having a length of 155.54 feet in the northeasterly boundary of Tract No. 51785, as shown on map recorded in Book 1208, pages 58 and 59, of Maps, in the office of said recorder; thence North 64°00'33" West along said southeasterly prolongation, a distance of 30.20 feet to a line parallel with and 30.00 feet westerly, measured at right angles, from said easterly line; thence North 19°28'27" East along said parallel line, a distance of 66.98 feet; thence North 22°20'12" East 70.09 feet to a line parallel with and 26.50 feet westerly, measured at right angles, from said easterly line; thence North 19°28'27" East along said last mentioned parallel line, a distance of 16.48 feet to said southerly line; thence South 70°31'33" East along said southerly line, a distance of 26.50 feet to the point of beginning.

Containing: 4,475± sq. ft.

PART C :

That portion of that certain parcel of land in above-mentioned Lot 11, described in above-mentioned PARCEL 204, within the following described boundaries: :

Beginning at the intersection of the northerly line of that above-mentioned certain 44.00-foot wide strip of land, with a line parallel with and 40.00 feet westerly, measured at right angles, from that certain course having a bearing and length of S. 19°28'27" W. 512.35 feet in the centerline of that 80.00-foot wide strip of land, described in above-mentioned PARCEL 204; thence North 19°28'27" East along said parallel line, a distance of 0.53 feet to the beginning of a tangent curve concave to the east and having a radius of 3,040 feet; thence northerly along said curve through a central angle of 0°22'45", an arc distance of 20.12 feet to a point on the southerly line of that strip of land of irregular width, described in deed to Pacific Electric Railway Company, recorded in Book 30276, page 320, in above-mentioned Official Records, said point being the beginning of a non tangent curve concave to the north and having a radius of 499.39 feet, a radial of said non tangent curve to said point bears South 33°36'04" East; thence northeasterly along said non tangent curve through a central angle of 3°42'33", an arc distance of 32.33 feet; thence tangent to said last mentioned curve North 52°41'23" East 15.42 feet to a point on a curve concentric with and 13.50 feet westerly, measured radially, from that certain curve having a radius of 3,000 feet in said centerline, a radial of said concentric curve to said last point bears North 69°23'42" West; thence southerly along said concentric curve through a central angle of 1°07'51", an arc distance of 59.48 feet to a line parallel with and 13.50 feet westerly, measured at right angles, from said centerline; thence South 19°28'27" West along said last mentioned parallel line, a distance of 0.53 feet to said northerly line; thence North 70°31'33" West along said northerly line, a distance of 26.50 feet to the point of beginning.

Containing: 1,053± sq. ft.

PART D:

That portion of that certain parcel of land in above-mentioned Lot 11, described in above-mentioned PARCEL 204, within the following described boundaries:

Beginning at the intersection of the northerly line of that above-mentioned certain 44.00- foot wide strip of land, with a line parallel with and 40.00 feet easterly, measured at right angles, from that certain course having a bearing and length of S. 19°28'27" W. 512.35 feet in the centerline of that 80.00-foot wide strip of land, described in said PARCEL 204; thence North 19°28'27" East along said easterly line, a distance of 0.53 feet to the beginning of a tangent curve concave to the east and having a radius of 2,960 feet; thence northerly along said curve through a central angle of 1°45'29", an arc distance of 90.82 feet; thence non-tangent to said last mentioned curve North 58°09'41" East 78.24 feet to a line parallel with and 25.00 feet westerly, measured at right angles, from the centerline of Mountain Avenue, as shown on above-mentioned map of Tract No 51785; thence North 0°13'52" West 45.00 feet along said westerly line to a point on above-mentioned southerly line of that strip of land of irregular width described in deed to Pacific Electric Railway Company, said point being the beginning of a non tangent curve concave to the northwest and having a radius of 789.08 feet, a radial of said non tangent curve to said point bears South 38°31'39" East; thence southwesterly along said non tangent curve through a central angle of 1°13'03", an arc distance of 16.76 feet; thence South 52°41'23" West 92.79 feet to a point on a curve concentric with and 13.50 feet easterly, measured radially, from that certain course having a radius of 3,000 feet in said centerline, a radial of said concentric curve to said last mentioned point bears North 68°33'33" West; thence southerly along said concentric curve through a central angle of 1°58'00", an arc distance of 102.52 feet to a line parallel with and 13.50 feet westerly, measured at right angles, from said centerline; thence South 19°28'27" West along said parallel line, a distance of 0.53 feet to said northerly line; thence South 70°31'33" East along said northerly line, a distance of 26.50 feet to the point of beginning.

Containing: 5,615± sq. ft.

PART E:

The northwesterly 26.50 feet of that certain parcel of land in above-mentioned Lot 11, described as PARCEL 61 in a Final Order of Condemnation, had in Superior Court Case No. 643278, a certified copy of which is recorded in Book 49215, page 368, of above-mentioned Official Records.

Containing: 6,224± sq. ft.

PART F:

That portion of that certain parcel of land in above-mentioned Lot 11, described in above-mentioned PARCEL 61, lying southeasterly of a line parallel with and 53.50 southeasterly, measured at right angles and radially from the northwesterly line of said PARCEL 61.

Containing: 1,722± sq. ft.

Total area of PARTS A, B, C, D, E and F containing: 23,265± sq. ft.

EXHIBIT A -1

Exhibit B
Plan

